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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ADELPHIA RECOVERY TRUST,

Plaintiff,

v.

BANK OF AMERICA, N.A., et al.,

Defendants.

No. 05-CV-9050 (LMM)

**JOINDER OF THE BLUE CROSS OF CALIFORNIA AND ANTHEM SOUTHEAST,
INC. NON-AGENT LENDERS IN THE NON-AGENT LENDERS' MOTIONS AND
MEMORANDA OF LAW IN SUPPORT OF THEIR MOTIONS TO DISMISS
PLAINTIFFS' AMENDED COMPLAINT**

Defendants (1) Blue Cross of California (incorrectly sued as "WellPoint Health Networks, Inc. (f/k/a Blue Cross of California)"), and (2) Anthem Southeast, Inc. (as successor by merger to named defendant Trigon Healthcare, Inc.) by and through their attorneys, Kirkland

& Ellis LLP, hereby join in:¹ (1) Non-Agent Lenders' Consolidated Notice of Motions and Motions to Dismiss Plaintiffs' Amended Complaint; (2) The CCH Non-Agent Lenders' Memorandum of Law In Support of their Motion to Dismiss Counts 5, 6, 7, 8, 33, 41, and 50 of Plaintiffs' Amended Complaint (Non-Agent Lenders' Motion to Dismiss No. 1 of 6); (3) The Olympus Non-Agent Lenders' Memorandum of Law in Support of their Motion to Dismiss Counts 9, 10, 11, 12, 33, 42, and 51 of Plaintiffs' Amended Complaint (Non-Agent Lenders' Motion to Dismiss No. 2 of 6); (4) The UCA/HHC Non-Agent Lenders' Memorandum of Law in Support of their Motion to Dismiss Counts 1, 2, 3, 4, 33, and 52 of Plaintiffs' Amended Complaint (Non-Agent Lenders' Motion to Dismiss No. 3 of 6); (5) The Parnassos Non-Agent Lenders' Memorandum of Law in Support of their Motion to Strike Count 33 and Dismiss Count 44 of Plaintiffs' Amended Complaint (Non-Agent Lenders' Motion to Dismiss No. 4 of 6); (6) The FrontierVision Non-Agent Lenders' Memorandum of Law in Support of their Motion to Strike Count 33 and Motion to Dismiss Count 49 of Plaintiffs' Amended Complaint (Non-Agent Lenders' Motion to Dismiss No. 5 of 6); (7) The Century-TCI Non-Agent Lenders' Memorandum of Law in Support of their Motion to Dismiss Counts 13, 14, 15, 16, 33, and 43 of Plaintiffs' Amended Complaint (Non-Agent Lenders' Motion to Dismiss No. 6 of 6); and (8) the consolidated Request for Judicial Notice and Joint Appendix of Exhibits in support of the Non-Agent Lenders' Motions to Dismiss the Amended Complaint, all dated December 21, 2007, and incorporate by reference the grounds for dismissal set forth therein.

Blue Cross of California and Anthem Southeast, Inc. respectfully request that the Court grant the relief requested in the Non-Agent Lenders' motions to dismiss and dismiss all counts as against Blue Cross of California and Anthem Southeast, Inc.

¹ Due to Plaintiffs extensive use of "John Doe" defendants, Blue Cross of California and Anthem Southeast, Inc. — in an abundance of caution — respond in relation to all six prepetition credit facilities, to the extent the arguments in each motion are applicable to Blue Cross of California and Anthem Southeast, Inc., respectively.

Dated: January 17, 2008

/s/ Richard L. Wynne
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